

D R A F T  
(3-22-63)

THIS AGREEMENT made this                      day of March, 1963,  
by and among METROPOLITAN TRANSIT AUTHORITY, a body politic  
and corporate organized under the provisions of Chapter 544  
of the Massachusetts Acts of 1947 as amended (hereinafter  
called "MTA"), the CITY OF BOSTON, acting by and through  
its GOVERNMENT CENTER COMMISSION created by Chapter 624 of  
the Massachusetts Acts of 1958 (hereinafter called the  
"COMMISSION"), and BOSTON REDEVELOPMENT AUTHORITY, a public  
body politic and corporate organized under the provision  
of Chapter 121 of the Massachusetts General Laws (Ter. Ed.),  
as amended (hereinafter called "BRA").

W I T N E S S T H A T:

WHEREAS, by an Agreement dated February 9, 1962, BRA  
agreed to grant to MTA such permanent underground and/or  
surface easements or other interests in property in the  
area in the City of Boston known as the Project Area of  
the Government Center Project (hereinafter called, respectively  
the "Project Area" and the "Project") as might be necessary  
for certain work described in said Agreement, and BRA further  
agreed to, and to bind any relevant redeveloper to, "proceed  
so as not to damage or threaten damage to or cause leakage  
in or impair the structure or support of or interfere in  
any way with the use of" (inter alia) certain transit  
facilities to be constructed by MTA;

WHEREAS, by a letter agreement dated June 22, 1962, the  
COMMISSION agreed to acquire from BRA that portion of the  
Project Area known as Parcel 6, in consideration of the fair  
value thereof, to be ascertained as described in said letter  
agreement, subject to MTA "easements existing or to be created"



and to construct thereon a new City Hall building conforming to a certain design and to certain planning and design objectives;

WHEREAS, pursuant to said Agreement dated February 9, 1962, BRA has granted to MTA a permanent easement for public transportation purposes dated February 6, 1963, in the location indicated as Parcel I on MTA's Plan No. L-a-19386, a copy of which is annexed hereto and made a part hereof (hereinafter called the "Plan"), within which location MTA is constructing a subway tunnel, in said easement there was not reserved to the grantor the right to erect any structure over said location which directly or indirectly imposes any vertical pressure upon any part of said subway tunnel; and

WHEREAS, in order to comply with the design and planning and design objectives agreed upon as aforesaid in said letter agreement dated June 22, 1962, it is necessary that a portion of said new City Hall building be located over the portion of said subway tunnel indicated in red on the Plan;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. At any time after August 10, 1963, upon request by the COMMISSION, MTA shall grant to the COMMISSION and its successors and assigns, by executing and delivering to the COMMISSION appropriate instruments, a permanent easement to support the following loads at the following points on the upper elevation of Parcel I:

<u>MAXIMUM LOAD IN LBS.</u>	<u>STATION ON MTA BASELINE INDICATED ON THE PLAN</u>	<u>RIGHT OFFSET FROM MTA BASELINE IN FT. INDICATED ON PLAN</u>
1,470,000	6 + 35.00	0.12
1,890,000	6 + 55.00	0.21
622,000	6 + 75.00	0.29
622,000	6 + 90.00	0.33
1,470,000	7 + 05.00	0.38
1,680,000	7 + 25.00	0.46
622,000	7 + 45.00	0.50



Said easement is hereinafter referred to as the "support easement."

2. The COMMISSION shall pay to MTA, as the purchase price of the support easement, upon the grant of such easement, the sum of                    dollars plus or minus \$10.00 per linear foot above or below a total of 1,400 feet of pile necessary to make the grant of such an easement possible.

3. At any time prior to the grant of the support easement, the COMMISSION may notify MTA that it no longer desires the support easement, in which event MTA shall, after receiving such notice, have no obligation to grant such easement and the COMMISSION shall thereafter have no obligation to accept such easement or to pay the sum specified in paragraph hereof, but the COMMISSION shall, upon giving such notice, become obligated to reimburse MTA for all necessary expenses (including planning and engineering costs) theretofore incurred in order to make the grant of such easement possible. MTA agrees to incur no additional expenses after receiving such notice from the COMMISSION.

4. At any time after August 10, 1962, upon request of the COMMISSION, if BRA shall not have deeded to the COMMISSION the fee in said Parcel 6, BRA shall, by executing and delivering to the COMMISSION appropriate instruments, confirm to the COMMISSION, its successors and assigns any easement previously given by MTA under Paragraph 1 hereof.

5. This agreement is subject to funds being available therefor.



IN WITNESS WHEREOF the parties hereto have executed  
this agreement as of the day and year first above written.

METROPOLITAN TRANSIT AUTHORITY

Approved as to form:

By

General Counsel

General Manager

Approved as to form:

CITY OF BOSTON  
By Government Center Commission

Corporation Counsel

By

Chairman

Approved

Mayor

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY

By

Development Administrator

General Counsel